

2-055A001

# HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

8070-10  
FEB 24 1992 - 9 40 AM  
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

On behalf of Continental Bank National Division and Chrysler Capital Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two (2) executed counterparts of a document, entitled Termination Agreement, executed as of February 11, 1992 (the "Termination") which should be included as part of the filing recorded on October 3, 1975, Recordation No. 8070, as the next available recordation number.

The executing parties to the enclosed Termination of Security Agreement are:

Continental Bank, National Association  
231 South LaSalle Street  
Chicago, IL 60697

Chrysler Capital Corporation  
225 High Ridge Road  
Samford, CT 06905-3032

FEB 24 9 35 AM '92  
MOTOR OPERATING UNIT

The Termination terminates the Trust Agreement and related documents filed under I.C.C. Recordation No. 8070.

A short summary of the document to appear in the ICC Index is as follows:

## "Termination Agreement."

Payment of the filing fee in the amount of sixteen dollars (\$16.00) is included in the enclosed check for \$80.00. Once the filing has been made, please return to bearer the stamped counterpart of the Termination not needed for your files, together with the fee receipt, and the letter from the ICC acknowledging the filing.

Sincerely,

Annette Wolff  
Manager of Operations

Counterparts - May 20th

8070-N

FEB 24 1992 -9 40 AM

**TERMINATION AGREEMENT** INTERSTATE COMMERCE COMMISSION

Termination Agreement dated as of November 30, 1990 by and between Continental Bank, National Association (formerly known as Continental Illinois National Bank and Trust Company of Chicago), as Trustee ("Continental") and Chrysler Capital Corporation (formerly known as International Paper Equipment Leasing Corporation ("CCAP")).

WHEREAS, Continental, as trustee, and Chemical Bank and CCAP, as beneficiaries, have heretofore entered into that certain Trust Agreement dated as of July 15, 1975, (the "Trust Agreement"), which Trust Agreement included the following documents: (i) the Conditional Sale Agreement dated as of July 15, 1975, among Pullman Incorporated, Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and St. Louis - San Francisco Railway Company (ICC Recordation No. 8070-B, filed on October 3, 1975, 2:25 p.m.); (ii) the Agreement and Assignment between Pullman Incorporated and Continental Illinois National Bank and Trust Company of Chicago, as Agent (ICC Recordation No. 8070-C, filed on October 3, 1975, 2:25 p.m.); (iii) the Conditional Sale Agreement among Greenville Steel Car Company, Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and St. Louis - San Francisco Railway Company (ICC Recordation No. 8070-D, filed on October 3, 1975, 2:25 p.m.); (iv) the Agreement and Assignment between Greenville Steel Car Company and Continental Illinois National Bank and Trust Company of Chicago, as Agent (ICC Recordation No. 8070-E, filed on October 3, 1975, 2:25 p.m.), and Burlington Northern Railroad, as successor to St. Louis - San Francisco Railway Company (the "Lessee").

WHEREAS, Chemical Bank, pursuant to that certain Purchase, Sale, Assignment and Assumption Agreement dated as of November 30, 1990, conveyed all of its beneficial interest in and to the Trust Estate, the Equipment, the Equipment Lease (as such terms are defined in the Trust Agreement or the Trust Documents) and the trust; and

WHEREAS, CCAP pursuant to section 9.02 of the Trust Agreement, wishes to revoke the trust and terminate the Trust Agreement.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, CCAP and Continental, as trustee, agree to revoke the trust and terminate the Trust Agreement. It is understood and agreed that no further action is necessary in order to effectuate the transfer from Continental to CCAP of title to the Equipment without warranty; its interest in the Equipment Lease; and all other moneys, property or proceeds comprising the Trust Estate, and therefore

such transfer without warranty, of title to the Equipment, and such other transfers are hereby deemed effected. CCAP agrees to discharge any remaining obligations of Continental, as Trustee, under the Trust Agreement.

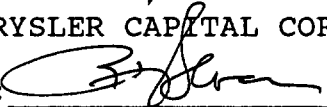
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CONTINENTAL BANK, NATIONAL  
ASSOCIATION  
(formerly known as Continental  
Illinois National Bank and  
Trust Company of Chicago), as  
Trustee

By: 

Title: Vice President

CHRYSLER CAPITAL CORPORATION

By: 

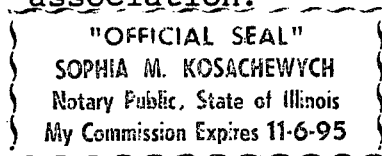
Title: V.P.

STATE OF ILLINOIS )

COUNTY OF COOK )

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On this 31<sup>st</sup> day of JANUARY, 1992, before me personally appeared ORLY SORDAN, to me personally known, who, being by me duly sworn, says that he is Vice President of **CONTINENTAL BANK, NATIONAL ASSOCIATION**, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of it's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Sophia M. Kosachewych  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notarial Seal]

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

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On this 11<sup>th</sup> day of February, 1992, before me personally appeared R.T. Sloan, to me personally known, who, being by me duly sworn, says that he is a Vice President of **CHRYSLER CAPITAL CORPORATION**, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula H. Balsam  
Notary Public

My Commission Expires: March 31, 1995

[Notarial Seal]